

REQUEST FOR PROPOSAL
TO PROVIDE OPERATION AND MAINTENANCE OF THE JEFFERSON PARISH
ANIMAL SHELTERS



RFP No.: 198

Proposal Receipt Date: January 20, 2010

Proposal Receipt Time: 04:00 P.M.

Jefferson Parish
Department of Purchasing
P. O. Box 9
Gretna, Louisiana 70053

(504)364-2678

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**REQUEST FOR PROPOSAL
FOR**

Jefferson Parish Animal Shelter Privatization RFP

1.1 Background –

Jefferson Parish Animal Shelter currently maintains two facilities: #1 Humane Way, Jefferson, Louisiana 70123 and 1869 Ames Boulevard, Marrero, Louisiana 70072. The west bank facility has 32 adoption dog kennels and 60 stray dog kennels, 36 cat cages in adoption, 53 cat cages in stray area. The east bank facility has 42 adoption/ stray dog kennels and 22 pit-bull/ bitecase dog kennels, 33 cages for small adoptables (inside), 66 cat/ small dog cages in stray area, 18 cages for small dogs/ cats in isolation (inside). Our cat adoption is 3 individual rooms where the cats are free to roam. Jefferson Parish serves a human population of approximately 450,000. The Jefferson Parish Animal Shelter serves the unincorporated areas of Jefferson Parish as well as the six municipalities located therein: Westwego, Gretna, Lafitte, Grand Isle, Kenner, and Harahan.

1.1.1 Purpose

The purpose of this Request for Proposal (RFP) is to obtain competitive proposals as allowed by Jefferson Parish Ordinance Number 21587 from bona fide, qualified proposers who are interested in providing for the operation and maintenance of the Jefferson Parish Animal Shelters in accordance with the Jefferson Parish Code of Ordinances.

1.1.2 Goals and Objectives

Animal Control Officers provide public protection from dangerous animals and protection from diseases that can be transmitted from animals to humans. Animal Control Officers are dispatched to reported incidents of sick, injured and dead animals and respond to and conduct investigations of animal cruelty and inhumane living conditions. Officers are also engaged in the promotion of responsible pet ownership through education and enforcement of dog licensing and leash law requirements. Jefferson Parish will maintain control and responsibility of the Animal Control Officers.

The successful proposer will coordinate with the Animal Control Officers, who shall remain under the supervision and employment of Jefferson Parish. The successful proposer will operate and maintain the animal shelters, provide for the daily humane care of hundreds of animals received at the shelter, assist in the promotion of adoptions and redemptions, assist pet owners with lost animals with the search and location of

their animal, provide counseling and assistance to owners who wish to surrender their pets to provide training and instruction to those that really want to be able to keep their animal, provide for the euthanasia and disposal of unwanted or diseased animals, and introduce programs to increase the number of adoptions, and reduce euthanasia.

The successful proposer shall strive to meet the recommendations set forth in the January, 2008 report of the Humane Society of the United States, which can be accessed on the Jefferson Parish web site.

The Parish President will appoint a point of contact that will oversee the contract and to whom the contractor will report.

1.2 Schedule of Events

	<u>Date</u>	<u>Time (CST)</u>
1. RFP mailed to prospective proposers	12-12-2009	
2. Pre-Proposal Conference (if required)	01-08-2010	
3. Deadline to receive written inquiries		3-5 days after Pre-proposal Conference
4. Deadline to answer written inquiries		10 days after receipt of inquiry
5. Proposal Opening Date	01-20-2010	04:00 P.M.
6. Oral discussions with proposers, if applicable		To be scheduled
7. Council Selection via resolution		To be scheduled (approx. 3-4 weeks after 6.)
8. Contract Ratification via resolution		To be scheduled (approx. 3-4 weeks after 7.)

NOTE: The Parish of Jefferson reserves the right to deviate from these dates.

1.3 Proposal Submittal

All proposals shall be received by the Jefferson Parish Purchasing Department **no later than date and time shown in the Schedule of Events.**

Important – Clearly mark outside of envelope, box or package with the following information and format:

- Proposal Name: **Provide Operation and Maintenance of the Jefferson Parish Animal Shelters**
- Proposal No. **0198**
- Proposal Receipt Date: **January 20, 2010**

Proposals will be received at:

Jefferson Parish Purchasing Department
200 Derbigny Street, Suite 4400
Gretna, Louisiana 70053

Proposer is solely responsible for ensuring that its courier service provider makes inside deliveries to our physical location. Jefferson Parish Purchasing is not responsible for any delays caused by the proposer's chosen means of proposal delivery.

Proposer is solely responsible for the timely delivery of its proposal. Failure to meet the proposal opening date and time shall result in rejection of the proposal.

PROPOSALS SHALL BE OPENED PUBLICLY AND ONLY PROPOSERS SUBMITTING PROPOSALS SHALL BE IDENTIFIED ALOUD. PRICES SHALL NOT BE READ.

1.4 Proposal Response Format –

Proposals submitted for consideration should follow the format and order of presentation described below:

- A. Cover Letter: Containing summary of Proposer's ability to perform the services described in the RFP and confirms that Proposer is willing to perform those services and enter into a contract with the Parish. The letter shall be signed by a person having authority to commit the Proposer to a contract. If proposer is an agency, corporation, partnership or other

legal entity, the president, vice-president, secretary or treasurer, or an authorized agent shall sign the proposal, **and** satisfactory evidence of the authority of the person signing for the agency, corporation, partnership or other legal entity shall be attached to the proposal.

Proposers should exhibit their understanding and approach to the project and address how each element will be accomplished.

- B. Table of Contents: Organized in the order cited in the format contained herein.
- C. Proposer Qualifications and Experience: History and background of Proposer, financial strength and stability, with related services to government entities existing customer satisfaction, demonstrated volume of merchants, etc.
- D. Technical Proposal: Illustrating and describing compliance with the RFP requirements.
- E. Innovative Concepts: Present innovative concepts, if any, not discussed above for consideration.
- F. Project Schedule: Detailed schedule of implementation plan for pilot (if applicable) and full implementation. This schedule is to include implementation actions, timelines, responsible parties, etc.
- G. Financial Proposal: Proposer's fees and other costs, if any, shall be submitted. This financial proposal shall include any and all costs the Proposer wishes to have considered in the contractual arrangement with the Parish of Jefferson. Financial Proposals are to be submitted in a separate sealed envelope.

1.4.1 Number of Response Copies –

Each Proposer shall submit one (1) signed original response along with six (6) additional copies of the proposal. Additional copies may be submitted on CD-R/CD-RW media or 3-1/2" diskette as long as data on the disc is formatted in the Word program.

1.4.2 Legibility/Clarity

Responses to the requirements of this RFP in the formats requested are desirable with all questions answered in as much detail as practicable. The Proposer(s) response is to demonstrate an understanding of the requirements. Proposals prepared simply and economically, providing a straightforward, concise description of the Proposer(s) ability

to meet the requirements of the RFP is also desired. Each Proposer is solely responsible for the accuracy and completeness of its proposal.

1.5 Confidentiality

All documents submitted to the parish are subject to the Louisiana Public Records Act, LSA-R.S. 44:1 *et seq.*, and may be released when a public records request is made by news media, competitors, or other interested parties, in accordance with the law.

If a Proposer deems any document submitted to the parish under this RFP contains confidential business data, trade secrets, proprietary information, or data not otherwise subject to public disclosure, under La. Const. Art I § 5, LSA-R.S. 44:4 or 4.1, or other provisions of law, the Proposer shall clearly mark the documents as "Confidential" prior to delivering or making them available to the Parish.

- (1) If the parish receives a request for the production or disclosure of documents so marked, it will decline disclosure and notify the Proposer of such request;
- (2) Provided, however, that if any action is commenced against the parish under the Louisiana Public Records Act, LSA-R.S. 44:1 *et seq.*, or otherwise seeking to compel production or disclosure of the documents, the Proposer or any other person asserting the confidentiality privilege of such documents shall defend, indemnify and hold the parish harmless from any costs, damages, penalties or other consequences of the parish's refusal to disclose or produce such documents. Failure of the Proposer to immediately intervene in such legal action will authorize the parish to voluntarily provide the information for disclosure under the supervision of the court;
- (3) The parish assumes no liability for disclosure or use of any document or portion of this RFP that has not been clearly marked as "confidential" or as otherwise constituting information exempt from the Louisiana Public Records Act, and may use or disclose such unmarked documents as public records.
- (4) The Proposer is to mark the cover sheet of the proposal with the following legend, specifying the pages of the proposal which are to be restricted in accordance with the conditions of the legend:

"The data contained in Pages _____ of the proposal have been submitted in confidence and contain trade secrets and/or privileged or confidential information and such data shall only be disclosed for evaluation purposes, provided that if a contract is awarded to this Proposer as a result of or in connection with the submission of this proposal, the Parish of Jefferson shall have the right to use or disclose the data therein to the extent provided in the contract. This restriction does not limit the Parish of Jefferson's right to use or disclose data obtained from any source, including the Proposer, without restrictions."

Further, to protect such data, each page containing such data shall be specifically identified and marked "**CONFIDENTIAL**."

The Proposer shall not mark the entire proposal "confidential" or as information constituting an exception to Louisiana's Public Records Act. If an entire response, submittal or proposal is so marked, the Parish of Jefferson shall not consider the proposal for an award of the contract.

Nothing herein shall prohibit the Parish of Jefferson from making any proposal, including confidential business data, trade secrets, and proprietary information contained therein, available to any other parish agency, person or organization for the sole purpose of assisting the parish in its evaluation of the proposal. The parish shall require said individuals to protect the confidentiality of any specifically identified proprietary information or privileged business information obtained as a result of their participation in these evaluations.

1.6 Proposal Clarifications Prior to Submittal

1.6.1 Pre-proposal Conference

A pre-proposal conference will be held at **10:00 A.M. on January 8, 2010 in the Jefferson Parish Purchasing Department conference room, General Government Building, 200 Derbigny Street, Suite 4400, Gretna, LA.** Prospective proposers may participate in the conference to obtain clarification of the requirements of the RFP and to receive answers to relevant questions. Any firm intending to submit a proposal should have at least one duly authorized representative attend the Pre-proposal Conference.

Although impromptu questions will be permitted and spontaneous answers will be provided during the conference, the only official answer or position of the Parish of Jefferson will be stated in writing in response to written questions.

1.6.2 Inquiry Periods

An initial inquiry period is hereby firmly set for all interested proposers to perform a detailed review of the RFP documents and to submit any written questions relative thereto. *Without exception*, all questions **MUST** be in writing (even if an answer has already been given to an oral question during the Pre-proposal conference) and received by the close of business on the Inquiry Deadline date set forth in the Calendar of Events. Initial inquiries shall not be entertained thereafter.

The Parish of Jefferson shall not and cannot permit an open-ended inquiry period, as this creates an unwarranted delay in the procurement cycle and operations of our agency and departments. The Parish of Jefferson reasonably expects and requires responsible and interested proposers to conduct their in-depth proposal review and submit inquiries in a timely manner.

Further, we realize that additional questions or requests for clarification may generate from the parish's addendum responses to the inquiries received during the initial inquiry period. Therefore, a final 3-day inquiry period shall be granted. Questions relative to the addendum shall be submitted by the close of business three working days from the date the addendum is posted. If necessary, another addendum will be issued to address the final questions received. Thereafter, all proposal documents, including but not limited to the specifications, terms, conditions, plans, etc., will stand as written and/or amended by any addendum issued as a result of the final inquiry period.

No negotiations, decisions, or actions shall be executed as a result of any oral discussions with any parish employee or parish consultant. The parish shall only consider written and timely communications from proposers.

Inquiries shall be submitted in writing by an authorized representative of the proposer, clearly cross-referenced to the relevant solicitation section. Only those inquiries received by the established deadline shall be considered by the parish. Answers to questions that change or substantially clarify the solicitation shall be issued by addendum and provided to all prospective proposers.

Inquiries concerning this solicitation may be delivered by mail, express courier, e-mail, hand, or fax to:

Jefferson Parish Purchasing Department
200 Derbigny Street, Suite 4400
Gretna, Louisiana 70053
E-Mail:Purchasing@jeffparish.net Phone:[\(504\)364-2678](tel:(504)364-2678) Fax:[\(504\)364-2693](tel:(504)364-2693)

1.7 Proposal Guarantee

Not required for this RFP.

1.8 Performance Bond

The successful proposer shall be required to provide a performance (surety) bond in the amount equal to fifty percent of the annual contract amount to insure the successful performance under the terms and conditions of the contract negotiated between the successful proposer and the Parish. The performance bond shall be subject to forfeiture for failure on the part of the successful proposer to perform its obligations under the contract.

1.9 Changes, Addenda, Withdrawals

If the proposer needs to submit changes or addenda, such shall be submitted in writing, signed by an authorized representative of the proposer, cross-referenced clearly to the relevant proposal section, in a sealed envelope, prior to the proposal opening. Such shall meet all requirements for the proposal. If the proposer chooses to withdraw his proposal response, the withdrawal notice shall be in writing and received prior to proposal opening.

1.10 Cost of Offer Preparation

The Proposer assumes sole responsibility for any and all costs associated with the preparation and reproduction of any offer submitted in response to the RFP and preparation for oral presentations/discussions and other such expenses, and shall not include this cost or any portion thereof in the offered contract price and terms.

1.11 Non-negotiable Contract Terms

Non-negotiable contract terms include but are not limited to taxes, assignment of contract, audit of records, EEOC and ADA compliance, record retention, content of contract/order of precedence, contract changes, force majeure, governing law, claims or controversies, and termination based on contingency of appropriation of funds. The standard general terms and conditions used by Jefferson Parish may be found in Resolution No. 105529. A copy may be obtained from the Parish Clerk's Office, 6th Floor, General Government Building, 200 Derbigny Street, Gretna, LA 70053, 364-2626.

1.12 Taxes

Any taxes, if applicable, shall be assumed to be included within the Proposer's cost.

1.13 Proposal Validity

All proposals shall be considered valid for acceptance until such time an award is made, unless the Proposer provides for a different time period within its proposal response. However, the Parish reserves the right to reject a proposal if the Proposer's response is unacceptable and the Proposer is unwilling to extend the validity of its proposal.

1.14 Prime Contractor Responsibilities

The selected Proposer shall be required to assume responsibility for all items and services offered in his proposal whether or not he produces or provides them. The Parish of Jefferson shall consider the selected Proposer to be the sole point of contact

with regard to contractual matters, including payment of any and all charges resulting from the contract.

1.15 Written or Oral Discussions/Presentations

Written or oral discussions may be conducted with Proposer(s) who submit proposals determined to be reasonably susceptible of being selected for award. Proposals may be accepted without such discussions and awards made on the basis of the initial offers so proposals should be complete and reflect the most favorable terms available from the Proposer(s).

Any commitments or representations made during these discussions, if conducted, may become formally recorded in the final contract.

Written or oral discussion/presentations for clarification may be conducted to enhance the Parish's understanding of any or all of the proposals submitted. Neither negotiations nor changes to vendor proposals will be allowed during these discussions. Proposals may be accepted without such discussions.

1.16 Acceptance of Proposal Content

The mandatory RFP requirements shall become contractual obligations if a contract ensues. Failure of the successful Proposer(s) to accept these obligations shall result in the rejection of the proposal.

1.17 Contract Negotiations

If for any reason the Proposer whose proposal is most responsive to the Parish's needs, price and other evaluation factors set forth in the RFP considered, does not agree to a contract, that proposal shall be rejected and the Parish may negotiate with the next most responsive Proposer. Negotiation may include revision of non-mandatory terms, conditions, and requirements. The Parish of Jefferson must approve the final contract form and issue a purchase order, if applicable, or contract, to complete the process.

1.18 Cancellation of RFP or Rejection of Proposals

The Parish of Jefferson reserves the right to reject any or all proposals received in response to this RFP, or to cancel this RFP if it is in the best interest of the Parish to do so.

1.19 Evaluation and Selection

All responses received as a result of this RFP are subject to evaluation by the Parish Evaluation Committee for the purpose of selecting the Proposer with whom the Parish shall contract.

To evaluate all proposals, a committee whose members have expertise in various areas has been selected. This committee will determine which proposals are reasonably susceptible of being selected for award. If required, written or oral discussions may be conducted with any or all of the Proposers to make this determination.

Written recommendation for award shall be made to the Jefferson Parish Council for the Proposer(s) whose proposal(s), conforming to the RFP, will be the most advantageous to the Parish of Jefferson, price and other factors considered.

The committee may reject any or all proposals if none are considered in the best interest of the Parish.

1.20 Award

1.20.1 Award shall be made to the Proposer(s) whose proposal, conforming to the RFP, will be the most advantageous to the Parish of Jefferson, considering price and other factors considered.

1.20.2 The award may be made on the basis of the initial offer or as noted in Part 1.15.

1.21 Notice of Intent to Award

The evaluation committee's recommendation for award shall be forwarded to the Jefferson Parish Council for selection.

After the selection of the Jefferson Parish Council the Department will notify all unsuccessful Proposers as to the outcome of the evaluation process.

1.22 Insurance Requirements

Contractor shall furnish the Parish with certificates of insurance affecting coverage(s) required by the RFP (see Attachment "A"). The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the Parish before work commences. The Parish reserves the right to require complete certified copies of all required policies, at any time.

1.23 Subcontractor Insurance

The Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein for the Contractor.

1.24 Indemnification

Notwithstanding the above, the successful proposer shall protect, defend, indemnify, save and hold harmless the Parish of Jefferson, all parish departments, agencies, boards and commissions, its officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expense and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any act or omission of the successful proposer, its agents, servants, and employees and any and all costs, expense and/or attorney fees incurred by the successful proposer as a result of any claim, demands, and/or causes of action except those for claims, demands, and/or causes of action arising out of the negligence of the Parish, its agents, and/or employees. The successful proposer agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if it is groundless, false or fraudulent.

1.25 Fidelity Bond Requirements

The Contractor shall be required to provide a fidelity bond satisfactory to the Parish in the amount of \$100,000.00.

1.26 Payment for Services

The Contractor shall invoice the department / coordinator as provided in the project. Payments will be made by the department / coordinator approximately thirty (30) days after receipt of a properly executed invoice, and approval by the department / coordinator. Invoices shall include the contract and order number, using department and product purchased. Invoices submitted without the referenced documentation will not be approved for payment until the required information is provided.

1.27 Termination

1.27.1 The Parish may terminate this contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the contract; provided that the Parish shall give the Contractor written notice specifying the Contractor's failure. If within ten (10) days after receipt of such notice, the Contractor shall not have either corrected such failure and thereafter proceeded diligently to complete such correction,

then the Parish may, at its option, place the Contractor in default and the contract shall terminate on the date specified in such notice. The Contractor may exercise any rights available to it under Louisiana Law to terminate for cause upon the failure of the Parish to comply with the terms and conditions of this contract; provided that the contractor shall give the Parish written notice specifying the Parish's failure.

1.27.2 The Parish may terminate any contract entered into as a result of this RFP at any time by giving thirty (30) days written notice to the Contractor. The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

1.27.3 The continuance of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the Jefferson Parish Council. If the Council fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Parish President to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

Assignment

Assignment of contract, or any payment under the contract, requires the advanced written approval of the Jefferson Parish Council, by council resolution.

1.29 No Guarantee of Quantities

The Parish of Jefferson does not guaranty that items listed in scope of work will provide a complete system. The Proposer shall provide all materials, labor, and equipment, whether specified or not, to provide a complete working system.

The quantities referenced are estimated. In the event a greater or lesser quantity is needed, the right is reserved by the Parish to increase or decrease the amount, at the unit price stated in the proposal. The Parish of Jefferson does not obligate itself to contract for or accept more than their actual requirements during the period of this agreement, as determined by actual needs and availability of appropriated funds.

1.30 Audit of Records

The monitoring and auditing of the Contractor's records shall be allowed to the Parish of Jefferson Finance Department and any other appropriate Parish entities.

1.31 EEOC and ADA Compliance

The Contracting Party agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistant Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination in Employment Act of 1972, and the Contracting Party agrees to abide by the requirements of the American with Disabilities Act of 1990.

The Contracting Party shall keep informed of and comply with all federal, state and local laws, ordinances and regulations which affect his employees or prospective employees.

Any act of discrimination committed by the Contracting Party, or failure to comply with these statutory obligations, when applicable, shall be grounds for termination of this contract.

1.32 Record Retention

The Contractor shall maintain all records in relation to this contract for a period of at least three (3) years.

1.33 Record Ownership

All records, reports, documents, or other material related to any contract resulting from this RFP and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of the Parish of Jefferson, and shall, upon request, be returned by Contractor to the Parish of Jefferson, at Contractor's expense, at termination or expiration of this contract.

1.34 Content of Contract/Order of Precedence

In the event of a conflict among documents, the order of precedence which shall govern is as follows: 1) the final contract; 2) the Request for Proposal (RFP) and addenda (if any); and 3) the contractor's proposal.

1.35 Contract Changes

No additional changes, enhancements, or modifications to any contract resulting from this RFP shall be made without the prior approval of the Jefferson Parish Council.

Changes to the contract include any change in: compensation; beginning/ending date of the contract; scope of work; and/ or Contractor change through the Assignment of Contract process. Any such changes, once approved, will result in the issuance of an amendment to the contract.

1.36 Substitution of Personnel

The Parish intends to include in any contract resulting from this RFP the following condition:

Substitution of Personnel: If, during the term of the contract, the Contractor or subcontractor cannot provide the personnel as proposed and requests a substitution, that substitution shall meet or exceed the requirements stated herein. A detailed resume of qualifications and justification is to be submitted to the Parish for approval prior to any personnel substitution. It shall be acknowledged by the Contractor that every reasonable attempt shall be made to assign the personnel listed in the Contractor's proposal.

1.37 Force Majeure

The Contractor or Parish of Jefferson shall be exempted from performance under the contract for any period that the Contractor or Parish of Jefferson is prevented from performing any services in whole or in part as a result of an act of God, strike, war, civil disturbance, epidemic or court order, provided the Contractor or Parish of Jefferson has prudently and promptly acted to take any and all corrective steps that the Contractor or Parish of Jefferson can promptly perform. Subject to this provision, such nonperformance shall not be considered cause or grounds for termination for the contract.

1.38 Governing Law

All activities associated with this RFP process shall be interpreted under Louisiana Law. All proposals and contracts submitted are subject to provisions of the laws of the State of Louisiana and Jefferson Parish Code of Ordinances; purchasing rules and regulations; standard terms and conditions, including specifications listed in this RFP.

1.39 Claims or Controversies

Contractor does, by signing a contract pursuant to this RFP with the Parish, agrees that the contract is made under the laws of the State of Louisiana, and for all purposes shall be interpreted in its entirety in accordance with the laws of said State. The contractor hereby agrees and consents to the jurisdiction of the courts of the State of Louisiana over its person. The parties hereto agree that the sole and exclusive venue for any suit or proceeding brought pursuant to this contract shall be the 24th Judicial District Court for the Parish of Jefferson, State of Louisiana.

PART II. SCOPE OF WORK/SERVICES

2.1 Services Required by Contractor

1. Public hours

Shelters must be open to the public and operational Tuesday through Sunday. The shelter must be open to the public at least 53 hours per week, on a schedule to be determined by the successful proposer. Shelter may be closed to the public on Mondays and holidays recognized by Jefferson Parish, which currently are New Year's Day, M.L.King Day, Mardi Gras Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

2. Animal care and housing

Proposer shall submit a plan for the care and housing of animals, including capacity, number of cages, veterinarian care, feeding plans, etc.

3. Other animals

a. Facility shall have the ability to shelter other animals either directly or through third party providers. Other animals shall include but not limited to livestock, birds, rodents, snakes and exotic animals.

4. Operations

a. All animals are to be fed, provided fresh water, environmental enrichment, socialization, exercise, water bowls cleaned, kennels cleaned and cat litter changed, daily. Collect and properly dispose of animal refuse, manure or other animal waste.

b. All animals will have Parish approved disposition/identification cards attached to the kennels or cages. Additionally, all age appropriate dogs and cats shall have a kennel collar displaying their file number affixed to their necks. The cards will indicate the breed, color, sex, age, license/tag information, date the animal was received and from whom (designated as: Owner, Parish, other Government agency, member of public,) the animal was received. All cleaning shall be conducted in accordance with a written protocol developed in coordination with a veterinarian licensed in this state and approved in writing by the Animal Control Coordinator or other parish official as designated by the Parish President.

c. Documentation will be kept of every animal brought in by an owner, other Government Agency or a member of the public. A detailed inventory will be maintained indicating the type of animal, breed, sex, license tag number (if available), microchip information (if available), date the animal was received, from whom the animal was received (designated as: Owner, Parish, other government agency, member of public), owner's name (if available), date a notification letter was sent, the final disposition of the animal and the date of disposition.

d. All cats and dogs are to be vaccinated upon intake. Upon intake, all dogs and cats are to be scanned for the presence of a microchip. If there is a registered microchip,

Contractor is to initiate the search for the owner through the microchip vendor. Upon intake all dogs and cats will be photographed and the images loaded onto contractor's website.

e. A notification letter will be sent to the owner of all licensed/microchipped or identified animals impounded. The letter will be sent via certified mail, return receipt and U.S. mail. Shelter will retain a copy of the letter. Animals will be held a minimum of five (5) days from the date of posting before disposition. An attempt to call the owner at the last known phone number shall also be made.

f. Document and monitor all animals under quarantine. When necessary, obtain a lab sample of the animal, prepare the necessary paperwork to accompany the sample and notify Animal Control for delivery of the sample to the Health Department for testing.

g. With regards to adoptions, sell dog licenses and process all redemptions and adoptions of animals.

h. Collect all redemption, adoption and licensing fees in accordance with the Parish's fee ordinance. Account for all fee collection transactions.

i. Immediately report to Animal Control the illegal or accidental release of any animal from the Shelter.

j. All impounded and unredeemed animals shall be disposed of by adoption, foster, transfer, rescue or euthanasia. Euthanasia will be accomplished by lethal injection. Facility operator and staff must be trained, licensed by the proper regulatory agency, and certified to administer controlled euthanasia solutions. Contractor is responsible for obtaining euthanasia solution.

k. In accordance with Public Health regulations, properly store all animal carcasses until such time the carcasses are removed from the shelter. Arrange and be financially responsible for proper removal and transport of animal carcasses.

l. Contractor will provide for/allow Parish staff to use Shelter facilities and equipment for execution of animal control duties.

m. Provide humane treatment of all animals while in shelter. Provide basic first aid services including licensed veterinary care, at the Contractor's expense. A licensed veterinarian employed or contracted by the successful proposer must be at each shelter at least five (5) days per week, and be available after normal hours for medical emergencies. Ensure that all veterinarian services shall be provided by qualified personnel licensed by the Veterinary Medical Association. In accordance with State Law, have all dogs and cats spayed/neutered prior to adoption. The veterinarian shall develop standard operating procedures for the evaluation and testing of all animals entering the shelter, administration of vaccines, proper isolation and handling of newly

impounded and sick animals and protective measures to prevent the spread of diseases.

n. Animal inventory and revenue reports will be done daily and submitted to Animal Control Services Division at the close of each month accompanied by the total amount of fees collected during the reporting period.

o. Maintain adequate staffing levels to ensure all services outlined in the contract are provided in an efficient and professional manner. All staff members are to be uniformed and wear identification badges acceptable to the Parish.

p. Purchase and maintain an adequate inventory of all consumable supplies and equipment necessary to conduct shelter operations in a safe and humane manner.

q. Maintain in good condition the shelter sewer system. The Contractor is responsible for keeping the drains unclogged.

r. Contractor shall be responsible for the maintenance and repair of the facilities, and shall do nothing detrimental to the facilities, equipment, or property.

s. Contractor shall comply with all applicable federal, state, and local laws.

t. Contractor shall pay all utility bills for the facilities.

u. The contractor shall treat all animals entering the facility with a preventative for ticks and fleas.

5. Reports

a. Animal inventory and revenue reports will be submitted monthly, along with all fees collected, to the Animal Control Services Division prior to the 5th day of the month following the reporting period.

6. Miscellaneous

a. Jefferson Parish Administration reserves the right to make inspections of the facility at any time to assure compliance with the scope of work outlined above and ensure the animals are cared for in a humane manner. The contractor is required to provide the Parish with a key or card access to both shelters.

b. Monthly payments will be made in arrears for services provided.

7. Services Provided by the Parish

a. All forms required or approved by Parish for intake, medical treatment, adoption, redemption, rescue and receipt of monies.

b. Computer access to AS 400, or similar program approved by the Parish, for animal inventory purposes. Training on Parish procedures.

8. Vendor Qualifications:

a. Firm must have at least four (4) years experience within the last ten (10) years operating shelter(s) similar in nature and complexity to the Jefferson Parish shelters;

b. Proposers must provide a minimum of three (3) references, with current contact information, for projects of similar scope.

2.2 Period of Agreement

The term of any contract resulting from this solicitation shall begin on (or about) July 1, 2010, and shall terminate on June 30, 2013, with an option for one additional two year term.

2.3 Price Schedule

Proposer shall quote a fixed monthly price, inclusive of all services, costs and expenses needed to meet the requirements of this RFP.

2.4 Deliverables

Section not applicable.

2.5 Location

The primary locations the service is to be performed are #1 Humane Way, Jefferson, Louisiana 70123 and 1869 Ames Boulevard, Marrero, Louisiana 70072. There may be some services provided at other locations, such as adoption drives at various locations to be determined.

2.6 Proposal Elements

2.6.1 Financial

The proposer's ability to meet the financial requirements of the Contract will be evaluated. The evaluation will be based on a review of the Proposer's financial statement, and ability to obtain insurance coverage and bonds.

Information demonstrating the Proposer's financial stability (financial statements, annual reports, or similar data for the last three years) should be provided.

Describe any potential charges for proposed services associated with the RFP program implementation and administration that you wish the Parish to consider.

2.6.2 Technical

The proposer's technical capabilities will be evaluated based on their approach to operating and maintaining the two parish animal shelters and their understanding of our local needs as demonstrated in the following written plan/submittals:

- 1 Comprehensive Approach – explain the proposer's approach, strategy and understanding of the operation of the parish animal shelters including the transition from a government run shelter to the proposer's operation.
- 2 Provide the criteria that the proposer will use to determine the maximum capacity of each shelter and explain how they will manage the population at each site.
- 3 Provide examples of the Standard Operating Procedures that the proposer will use to operate the shelters including but not limited to cleaning and disinfection of kennels/cages, intake procedures, medical treatment and care, on site and offsite adoptions, training of personnel, volunteer rules and procedures, feeding and watering schedules, euthanasia procedures, handling of injured or captured wildlife, population management, license sales and vaccination services, etc.
4. Recommendations to reduce euthanasia while increasing adoption and fostering programs.
5. Provide rules and procedures on working with rescue and fostering groups including inspection of their facilities and back ground checks on the groups.
6. Provide a written plan to evacuate each shelter within in 48 hours notice during any disaster or emergency requiring evacuation of one or both shelters. The plan must include specific procedures and locations for adoptable and non-adoptable (strays, bite cases, other court cases) animals including the locations they will be housed during evacuations.
7. Provide a written plan to hire as many current Jefferson Parish Animal Shelter employees as possible, for comparable positions at comparable rate of pay, at the time the transition occurs.
8. Provide a written plan for the overall maintenance of each shelter including all mechanical systems and facilities.
9. Provision for customer service, including personnel assigned, toll-free number, and account inquiry, etc.

Each proposer should address how the firm will meet all the requirements of this RFP, with particular attention to:

1. Plans and/or schedule for implementation, or orientation, or installation, etc. (whichever is relevant to the RFP requirements).
2. Resumes for director, shelter operations managers, and any other key personnel to be assigned to this project, including those of subcontractors, if any.
3. A copy of the proposer's organizational chart that would be implemented for our shelters including the number of persons that will hold each position from the highest to the lowest ranking staff member.
4. Proposer must provide a list of all animal shelters it currently operates, the address, phone number and point of contact for the Government or Company that owns the shelter, the length of time it has operated each shelter and the approximate daily population of animals housed at each shelter.

Any other information deemed pertinent by the Proposer including terms and conditions which the Proposer wishes the Parish to consider.

PART III EVALUATION

The following criteria will be evaluated when reviewing the proposals: The proposal will be evaluated in light of the material and the substantiating evidence presented to the Parish of Jefferson, not on the basis of what may be inferred.

3.1 Financial Proposal (Maximum of 25 Points)

Proposers must provide a total annual price to operate both Jefferson Parish Animal Shelters in accordance with this Request for Proposals.

Prices proposed by the Proposers should be submitted in a separate sealed envelope and shall be quoted as a fixed monthly price, inclusive of all services, costs and expenses needed to meet the requirements of this RFP. Prices proposed shall be firm.

The information provided in response to this section will be used in the Financial Evaluation to calculate lowest evaluated cost. The financial criteria will be evaluated as follows:

Lowest total annual price	25 Points
Second lowest annual price	20 Points
Third lowest total annual price	15 Points
Fourth lowest total annual price	10 Points
Fifth lowest total annual price	5 Points
All others	0 Points

3.2 Technical Proposal (Maximum of 75 Points)

The following criteria are of importance and relevance to the evaluation of this RFP. Such factors, listed in order of importance, may include but are not limited to:

<u>1. Qualifications- (25 Points)</u>	Weighting Points	<u>Maximum Points</u>
A. Specific experience of the company in operating shelters similar in size and scope to the Jefferson Parish Animal Shelters.	15	
B. Specific experience and qualifications of the company's management and administrative personnel in operating shelters similar in size and scope to the Jefferson Parish Animal Shelters.	10	
<u>2. Technical- (50 Points)</u>		
A. Comprehensive approach (2.6.2.1)	10	
B. Plan to reduce euthanasia and increase adoptions (2.6.2.1)	15	
C. Standard Operating Procedures for operations and the rules for working with rescue and foster groups. (2.6.2.3 and 5)	10	
D. Criteria and plan to manage the population at the shelters (2.6.2.2)	10	
E. Written emergency evacuation plan (2.6.2.6)	5	
TOTAL (Financial & Technical) Maximum of Points		100

ATTACHMENT "A"

INSURANCE REQUIREMENTS

All insurance requirements shall conform to Jefferson Parish Resolution No. 105529 dated 05/17/06

The proposer shall not commence work under this contract until it has obtained all insurance and complied with the insurance requirements of the specifications and Resolution No. 105529.

WORKER'S COMPENSATION INSURANCE

As required by Louisiana State Statute, exception; Employer's Liability, Section B shall be \$1,000,000 per occurrence when Work is to be over water and involves maritime exposures to cover all employees not covered under the State Worker's Compensation Act, otherwise this limit shall be no less than \$500,000 per occurrence.

COMMERCIAL GENERAL LIABILITY

Shall provide limits not less than the following: \$500,000.00 Combined Single Limit per Occurrence for bodily injury and property damage.

COMPREHENSIVE AUTOMOBILE LIABILITY

Bodily injury liability \$1,000,000.00 each person; \$1,000,000.00 each occurrence. Property Damage Liability \$1,000,000.00 each occurrence.

DEDUCTIBLES

No insurance required shall include a deductible greater than \$10,000.00. The cost of the deductible is borne by the contractor.

UMBRELLA LIABILITY COVERAGE

An umbrella policy or excess may be used to meet minimum requirements.

CONSTRUCTION AND RENOVATION PROJECTS REQUIRE THE FOLLOWING:

OWNER'S PROTECTIVE LIABILITY — Not Applicable for this project

To be for the same limits of liability for bodily injury and property damage liability established for commercial general liability.

BUILDER'S RISK INSURANCE — Not Applicable for this project

The contractor shall maintain Builder's Risk Insurance at his own expense to insure both the owner (Parish of Jefferson) and contractor as their interest may appear.

CORPORATE RESOLUTION

EXCERPT FROM MINUTES OF MEETING OF THE BOARD OF DIRECTORS OF

INCORPORATED.

AT THE MEETING OF DIRECTORS OF _____
INCORPORATED, DULY NOTICED AND HELD ON _____,
A QUORUM BEING THERE PRESENT, ON MOTION DULY MADE AND SECONDED. IT
WAS:

RESOLVED. THAT _____, BE AND IS HEREBY
APPOINTED, CONSTITUTED AND DESIGNATED AS AGENT AND ATTORNEY-IN-
FACT OF THE CORPORATION WITH FULL POWER AND AUTHORITY TO ACT ON
BEHALF OF THIS CORPORATION IN ALL NEGOTIATIONS, BIDDING, CONCERNS
AND TRANSACTIONS WITH THE PARISH OF JEFFERSON OR ANY OF ITS AGENCIES,
DEPARTMENTS, EMPLOYEES OR AGENTS, INCLUDING BUT NOT LIMITED TO, THE
EXECUTION OF ALL BIDS, PAPERS, DOCUMENTS, AFFIDAVITS, BONDS, SURETIES,
CONTRACTS AND ACTS AND TO RECEIVE AND RECEIPT THEREFOR ALL
PURCHASE ORDERS AND NOTICES ISSUED PURSUANT TO THE PROVISIONS OF
ANY SUCH BID OR CONTRACT, THIS CORPORATION HEREBY RATIFYING,
APPROVING, CONFIRMING, AND ACCEPTING EACH AND EVERY SUCH ACT
PERFORMED BY SAID AGENT AND ATTORNEY-IN-FACT.

I HEREBY CERTIFY THE FOREGOING TO BE
A TRUE AND CORRECT COPY OF AN
EXCERPT OF THE MINUTES OF THE
ABOVE DATED MEETING OF THE BOARD
OF DIRECTORS OF SAID CORPORATION,
AND THE SAME HAS NOT BEEN
REVOKED OR RESCINDED.

SECRETARY-TREASURER

DATE

RFP 0198

The Jefferson Parish Department of Purchasing is soliciting Request for Proposals (RFP'S) from firms interested in providing "for the Operation and Maintenance of the Jefferson Parish Animal Shelters, in accordance with the terms, conditions and specifications outlined in the Request for Proposal (RFP)

Request for Proposals will be received until 4:00 p.m. Local Time on: Wednesday, January 20, 2010.

(Type Name of Person Authorized to Sign)

(Company Name and LA. License number if required)

(Street Address)

(City, State, Zip Code)

(Area Code) (Phone Number) (Area Code) (Fax Number)

(Signature of Person Authorized to Sign)

(Title of Person Authorized to Sign)

This RFP must be signed by an authorized Representative of the Company/Firm for RFP to be valid. Signing indicates you have read and comply with the Instructions and Conditions.

REQUEST FOR PROPOSAL

RFP 0198

Jefferson Parish Department of Purchasing is soliciting **Request for Proposals (RFP'S)** from firms interested in providing "The operation and maintenance of the Jefferson Parish Animal Shelters" in accordance with the Jefferson Parish Code of Ordinances.

Evaluation Criteria:

Financial Proposal	25 Points
Technical Proposal	75 Points

1. FINANCIAL PROPOSAL (MAXIMUM OF 25 POINTS)

Proposer must provide a total annual price to operate both Jefferson Parish Animal Shelters in accordance with this Request for Proposals.

- A. Lowest total annual price (25 points)
- B. Second lowest annual price (20 points)
- C. Third lowest total annual price (15 points)
- D. Fourth lowest total annual price (10 points)
- E. Fifth lowest total annual price (5 points)
- F. All others (0 points)

2. TECHNICAL APPROACH (MAXIMUM OF 75 POINTS)

QUALIFICATIONS AND EXPERIENCE

Qualifications (25 Points)

- A. Specific experience of the company in operating shelters similar in Size and scope to the Jefferson Parish Animal Shelters. (15 points)
- B. Specific experience and qualifications of the company's management and Administrative personnel in operating shelters similar in size and scope to the Jefferson Parish Animal Shelters. (10 points)

Technical (50 Points)

- A. Comprehensive approach (10 points)
- B. Plan to reduce euthanasia and increase adoptions (15 points)
- C. Standard Operating Procedures for operations and the rules for working with Rescue and foster groups. (10 points)
- D. Criteria and plan to manage the population at the shelters (10 points)
- E. Written emergency evacuation plan (5 points)

TOTAL (Financial and Technical) Maximum Points of 100

PRE-PROPOSAL CONFERENCE: January 8, 2010 @ 10:00 A.M.

JEFFERSON PARISH PURCHASING DEPARTMENT
GENERAL GOVERNMENT BUILDING
200 DERBIGNY STREET, STE. 4400
GRETN, LA 70053

REQUEST FOR PROPOSALS WILL BE RECEIVED IN THE:

JEFFERSON PARISH PURCHASING DEPARTMENT
GENERAL GOVERNMENT BUILDING
200 DERBIGNY STREET, STE 4400
GRETN, LA 70053

UNTIL **4:00 P.M.** LOCAL TIME ON **WEDNESDAY, January 20, 2010**

The Jefferson Parish Council reserves the right to accept or reject any and all proposals, in whole or part and waive informalities, pursuant to the law.

| Specifications are available gratis from: www.jeffparish.net/bids (click on Bid Downloads) or
Jefferson Parish Purchasing Department
General Government Building
200 Derbigny Street, Ste. 4400
Gretna, LA 70053
(504) 364-2678

Patricia Lassalle
Director
Purchasing Department

Rene' T. Poole, CPPB
Chief Buyer
Purchasing Department

**ADV. TIMES PICAYUNE OFFICIAL JOURNAL:
December 10, 17 and 24, 2009**